

THIS DOES NOT
CIRCULATE

April 26th, 1979.

BY THE COMMITTEE OF THE WHOLE:

LIBRARY
Office of Management and
Labor Relations

JUN 7 1979

RUTGERS UNIVERSITY

BE IT RESOLVED, that this Board of Education does hereby approve and adopt the Contract between the BOARD OF EDUCATION OF THE CITY OF BAYONNE and the PUBLIC SCHOOLS ADMINISTRATORS' ASSOCIATION OF THE CITY OF BAYONNE, a copy of which Contract is annexed hereto and made a part hereof; and that the President and Secretary of this Board of Education are hereby authorized to execute, in the name, and on behalf of the Board, said Contract. The Contract has been approved by and executed by the President and Secretary of the PUBLIC SCHOOLS ADMINISTRATORS' ASSOCIATION OF THE CITY OF BAYONNE, with effective dates of Sept. 1, 1978 through Aug. 31, 1981.

This resolution to be effective immediately.

PRES
Trustee Joseph V. Deringer moved
that the foregoing resolution be adopted.

Seconded by Trustee Vic PRES CHMIELEWSKY

Carried

Secretary Board of Education
Bayonne, N. J.

ADOPTED AT BOARD MEETING HELD APRIL 26th, 1979.

J. Shultz

A G R E E M E N T

Between:-

Board of Education of the City of Bayonne, New Jersey,

-and-

Public School Administrators' Association (Bayonne, N.J.).

Effective Date: - September 1st, 1978. (Covering Period 1978-79, 1979-80
and 1980-81).

Date of Agreement: - April 26th, 1979

AGREEMENT

THIS AGREEMENT, entered into this 26th day of April, 1979, by and between the BOARD OF EDUCATION OF THE CITY OF BAYONNE, NEW JERSEY, hereinafter referred to as the "Board", and the PUBLIC SCHOOL ADMINISTRATORS' ASSOCIATION (of Bayonne, N.J.), hereinafter referred to as the "Association".

The Board and the Association mutually agree as follows:

1. - RECOGNITION:

The Board has recognized the Association as the official organization representing the following administrative categories:

1. - Elementary School Principals:
2. - Secondary House Directors: Vice Principals:
3. - Directors: Coordinators:
4. - Department Heads: Supervisors.

2. - MEETINGS:

The Superintendent of Schools shall meet with the President of the Association whenever it is deemed necessary by either the Superintendent or the Association.

3. - EMPLOYER-EMPLOYEE RELATIONSHIP:

It is recognized by the Board and the Association that negotiations are an essential element to successful and cordial employer-employee relations.

The Association shares, with the Superintendent, significant responsibility for the mutual improvement of the Bayonne School System. To this end a satisfactory channel of communication must be maintained between the Superintendent and members of the Association.

4. - VACANCIES:

Administrative vacancies shall be adequately publicized in all schools within a reasonable time after a vacancy occurs.

All publicity and notices of such vacancies shall clearly set forth the qualifications and duties of the position. All vacancies shall be filled without regard to age, color, ethnic background, sex, or marital status.

5. - PERSONAL BUSINESS DAYS:

Each Administrators shall be granted two (2) personal business days per year, without loss of pay; such days being non-cumulative.

6. - MEDICAL COVERAGE:

The Board agrees to continue its policy of paying for the cost of employee coverage for Blue Cross, Blue Shield, Rider "J", "750 Plan", and Major Medical. In addition, the Board agrees to pay 100 percent for family coverage. The Board also agrees to pay 100 percent for a Blue Cross - Blue Shield - \$1.00 Co-Pay Prescription Plan, single coverage, for all employees.

7. - GRIEVANCE PROCEDURES:

All administrative disagreements or administrator's grievances will be processed according to the Organizational Chart adopted by the Board and to Job Descriptions which are being prepared and will be adopted by the Board as soon as possible. If the administrative disagreement or administrator's

grievance is not resolved to the satisfaction of the administrator(s) involved at the level of the Superintendent of Schools, the administrator(s) may bring such matter before the Board of Education. Notice of intention should be given the Board within a reasonable time after the decision of the Superintendent of Schools is received by the administrator(s). The Board will hear and decide such grievance within reasonable time after such notice.

8. - ABSENCES AND LEAVES:

8:1 - Definition:

As used in this Article, the terms mentioned below shall have the following meanings:

8:1.1 - Sick Leave means the absence from his or her post of duty by an employee because of personal disability due to illness or injury, or because he or she has been excluded from said post by the school district's medical authorities by reason of a contagious disease or of being quarantined for such a disease in his or her immediate household.

8:1.2 - A Day's Salary means one two-hundredth of the annual salary in the case of employees whose annual salary is paid on a ten months' basis, and one three-hundredth of the annual salary in the case of employees whose annual salary is paid on a twelve-months' basis.

8:1.3 - A Year of Active Service means at least five (5) months of actual service in any school year by an employee whose salary is paid on a ten months' basis, and six (6) months of actual service in any school year by an employee

whose annual salary is paid on a twelve months' basis.

8:2 - Absence:

8:2.1 - Any employee of the Board absent from his or her post of duty except as hereinafter provided, shall forfeit his or her salary during such absence, and shall be liable to disciplinary action by the Board. A physician's certificate shall be required for absence because of personal illness when such absence exceeds three (3) consecutive school days or work days, as the case may be.

8:2.2 - In case of absence due to personal illness, it shall be the duty of the Chief Medical Inspector to visit or cause a member of his staff to visit the employee so that he may be fully informed of the nature and severity of the illness, and to report the result of his investigation to the Superintendent of Schools. In the event that the Chief Medical Inspector shall report that all or any part of the absence is not due to personal illness or that the illness is not sufficiently severe to justify the absence or continued absence of such employee, the Superintendent of Schools shall report same to the Board for such action as it may deem proper and just in the circumstances.

8:2.3 - No deduction of salary of a regular employee shall be made for absence as follows:

(a) - Death in immediate family or household - absence not to exceed the seven (7) consecutive calendar days immediately following the death.

(b) - Funeral of near relative other than member of immediate family - absence not to exceed two (2) consecutive

calendar days.

(c) - Attendance at court under subpoena or other court order, provided said subpoena or other court order is filed with the Secretary of the Board or Superintendent of Schools, and except where the employee is a party to the suit.

(d) - Marriage of member of immediate family - for the day of the wedding.

(e) - Quarantine - to be pursuant to NJSA 18A:16-4.

(f) - A leave for personal business may be granted to school employees for personal business when approved by the Superintendent of Schools. Such leave shall not exceed two (2) days per school year, and does not become accumulative.

(g) - Visits to School by Administrators, when excused by the Superintendent of Schools for that purpose. Such visits shall not be unreasonably denied.

(h) - Attendance by Administrators at educational conferences when excused by the Board or the Superintendent of Schools, or when authorized by law. Said attendance shall not be unreasonably denied.

8:3.1 - Sick Leave:

Sick leave shall be allowed to all employees who are steadily employed by the Board on a yearly appointment or who are protected in their positions by tenure as follows:

8:3.2 - Ten (10) days to be allowed per year for all employees.

8:3.3 - Accumulated Days:

(a) - From July 1st, 1937 to July 1st, 1954, unused sick days not to exceed five (5) days in each year are credited.

(b) - From July 1st, 1954, all unused days not to exceed ten (10) days in each year are accumulative.

8:3.4 - Absence on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated credit.

8:3.5 - The record kept in the Office of the Superintendent of Schools shall determine the number of accumulated days to the credit of the employee. Each employee shall be notified of all accumulated days to the credit of the employee. Each employee shall be notified of all accumulated leave by October 15th of each school year. In the event that a former employee of the Board is re-employed by the Board, he shall not be entitled to any accumulated sick leave days to his credit at the termination of his prior employment, but shall have the same status with reference to sick leave as that possessed by any person employed for the first time.

8:3.6 - Absences on sick leave, in excess of accumulated leave, shall be granted to tenure employees only, at the discretion of the Board, as follows:

8:3.7 - After accumulated leave is exhausted, the next month shall be at one-half pay of such employee.

If further sick leave is requested and approved, the same shall be at the rate of three-fourths pay of such employee for a period not to exceed one (1) year, and payable in the same manner in which said employee is being paid.

8:3.8 - The leaves provided for in 8:3.7 shall be granted only upon the following conditions:

(a) - That the application for such leave be accompanied by a medical report of the attending physician containing a diagnosis and prognosis of the illness and a recommendation that such is necessary.

(b) - That both the Chief Medical Inspector and the Superintendent of Schools may recommend the Board grant each leave.

(c) - It shall be the duty of a School Medical Inspector to visit the employee to whom such leave has been granted at least once each month so that he may be fully informed of the nature and severity of the illness and to report the result of his investigation to the Superintendent of Schools. In the event that all or any part of the illness is not sufficiently severe to justify the absence or continued absence of such employee, the Superintendent of Schools shall promptly report same to the Board for such action as it may deem proper and just in the circumstances.

8:3.9 - Experience Allowances for Pay Purposes Only:

(a) - Allowance for a full year of experience on salary schedule for any employee, covered by this contract, serving five (5) months or more during school year, if said employee served six (6) months or more during school year.

(b) - No adjustment allowance for any year in which any employee covered by this contract serves less than five (5) months if such employee is a ten-month employee; or serves less than six (6) months if such employee is a twelve-month employee.

8:4 - Maternity Leaves:

8:4.1 - Upon reasonable notice, any tenured or non-tenured Administrator seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at any time prior to birth.

8:4.2 - A maternity leave of absence shall be for a period of up to two (2) years, with option of an extension of one (1) year without pay. The expiration of all maternity leaves of absence shall coincide with the beginning of a school year. This shall also apply in the case of adoption.

8:4.3 - If any Administrator on maternity leave shall again become pregnant before the expiration of her leave of absence, she shall forthwith apply for a new maternity leave of absence and the same rules which applied to the original maternity leave of absence shall govern the new request for maternity leave of absence.

8:5.4 - An Administrator on maternity leave may return earlier provided she applies sixty (60) days prior to the date on which she wishes to return.

8:5.5 - If any Administrator who has been granted a maternity leave of absence shall have lost her baby by reason of miscarriage, still-birth or death of the infant before the expiration of her leave of absence, the Administrator shall be restored by the Board to a position in the same classification which she held when the maternity leave was granted.

8:5.5 - The Board need not grant or extend the leave

of absence of any non-tenured Administrator beyond the end of the contract school year in which the leave is obtained.

8:5.6 - After the birth of the child, an Administrator may apply for "Substitute Employment" and shall receive the substitute per diem rate for which qualified.

8:6 - Sabbatical Leaves:

8:6.1 - Except as hereinafter provided, the members of the Bargaining Unit as set forth in this contract shall be entitled to a sabbatical leave for one-half (1/2) school year or one (1) school year, at half-pay, for the purpose of study or travel for each seven (7) years or more of active and satisfactory service, in one or more capacities in said school system.

8:6.2 - Except as hereinafter provided, the members of the Bargaining Unit as set forth in this contract shall be entitled to a sabbatical leave for one-half (1/2) school year or one (1) school year, at half-pay for the purpose of physical rehabilitation after twenty (20) years or more of active and satisfactory service in one or more capacities in said school system.

8:6.3 - A period of at least seven (7) years of active and satisfactory service must elapse between any two (2) sabbatical leaves. Three (3) years of active service after the termination of any leave must elapse before a sabbatical leave may commence, regardless of the fact that the number of years of prior active service would otherwise entitle the applicant to such additional leave.

8:6.4 - Applications for sabbatical leaves shall be filed with the Superintendent of Schools on or before January 1st for the next ensuing school year, and may be granted by the Board, if the applicant is entitled thereto under the provisions aforementioned, for said school year. However, the Board, upon recommendation of the Superintendent of Schools, may postpone its operation to the next school year. Sabbatical leaves shall commence with the date of the opening of the schools after the general summer vacation and at no other time, and may not be cancelled.

8:6.5 - Applications for sabbatical leaves shall be made on forms to be provided by the Superintendent of Schools and shall include, in the event of a leave for study, a general statement of the courses of study to be pursued, at what college, university or institution, and the number of credit hours, not less than fifteen (15) to be taken; in case of travel, the general statement shall include the places and countries to be visited, and the approximate time intended to be spent in each. Sabbatical leaves shall not be granted for purposes of engaging in gainful occupation or in study for another trade or profession.

8:6.6 - As a condition precedent to granting of an application for a sabbatical leave, the applicant must agree in a signed statement form to be supplied by the Superintendent of Schools that:

(a) - The applicant will return to duty to the Bayonne

Public School System for a period of at least two (2) years after the completion of the sabbatical leave.

(b) - The applicant will file with the Superintendent of Schools, within thirty (30) days after completion of the sabbatical leave, a report in proper detail as to the manner in which the leave was utilized and where the leave had been spent in study. A transcript from the college or university attended showing the courses pursued and the credits received shall accompany the report. In cases where the leave was spent in travel, documentary evidence must accompany the report, showing the places visited and the time spent in each place. Failure to make a report as aforesaid shall be considered conduct unbecoming an Administrator and render the person so failing liable to disciplinary action by the Board.

8:6.7 - In the event that cause for a maternity leave, as hereinbefore provided, shall occur during the period of the sabbatical leave, the Superintendent of Schools shall be notified immediately thereof. The sabbatical leave shall thereupon terminate and a maternity leave commence.

8:6.8 - A person on sabbatical leave shall receive one-half (1/2) of his or her regular salary to be paid at the same intervals as if actively employed. Deductions for contributions to Pension and Annuity Fund shall be made during the continuance of a sabbatical leave on the same basis as though the salary payment were made in full. A person on sabbatical leave who has not reached his or her maximum salary shall be entitled to any increment or adjustment granted by the Board as if actively employed.

8:6.9 - Leave of absence may be granted by the Board, without pay, for a period not exceeding one (1) year, and no exceptions shall be granted. Said leave can be requested at any time.

8:6.10 - No more than two percent (2%) of the total number of employees shall be granted sabbatical leaves in a school year. In the event this two percent (2%) results in a fraction that figure shall be applied as additional sabbatical leave.

8:7 - Military Leaves:

8:7.1 - Military leave of absence without pay will be granted to a permanent Administrator inducted into the Armed Forces for the required length of service, according to the terms of Selective Service and Training Act of 1940 and subsequent amendments by Congress.

8:7.2 - Upon return to the school system, such Administrator will be placed on a step of the salary guide as if he had never left, as provided by Law. The Administrator returning from military service will be placed in the most appropriate assignment available and will retain the seniority as if he had never left.

8:8 - Selective Service Examinations:

Administrators called for selective service examinations shall be excused without loss of pay for such purpose.

8:9 - Reserve Duty:

An officer or employee of the State or a county, school district or municipality, who is a member of the organized reserve of the Army of the United States, United States

Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organization affiliated therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days on which he shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employee.

9. - Pay for Travel:

Reasonable expenses for travel outside the District, at the request of the Superintendent, will be reimbursed by the Board at the rate of 15¢ per mile.

10. - Payment for Accumulated Sick Leave Days Upon Retirement:

Retiring Administrative Employees having reached the age of 60 years, with 20 years of service, will be eligible to redeem, upon retirement, accumulated sick leave days at the rate of \$25.00 per day subject to a maximum payment of \$4,000.00, provided the Board is notified of such intention to retire by the preceding December. In the event of the death of an administrator having met all prerequisites above-stated, on or after 12:01 a.m. of the intended date of retirement, the payment for such accumulated sick leave days shall be paid to the estate of such deceased administrator.

11. - Salary Schedule:

The Bayonne Public School Administrators' Association is strongly committed to the concept of RATIO for the establishment of a fair and equitable salary guide. The

salary ratios for the below-listed positions shall be as follows:

<u>Position</u>	<u>1978-79 Ratio</u>	<u>Increment</u>
Elementary School Principals	1.31	\$450.
Secondary House Directors/ Vice Principals	1.21	\$400.
Directors, Coordinators	1.135	\$400.
Department Head, Supervisors	1.085	\$300.

There shall be a five (5) step schedule for each of the Administrative categories set forth above.

In addition, longevity shall be paid to Administrators set forth above as follows:

After twenty years of service	-	\$500.
After thirty years of service	-	\$500. Additional

Note: For payroll purposes only, the salaries based upon the above schedule will be rounded off to the next highest "dollar-zero".

11.1 - Optional Payroll Deduction Plan:

Each Administrator may individually elect to have a fixed sum of money, determined by the Administrator, deducted from his/her salary. Administrators desiring these deductions must inform the Board of the amount to be deducted by July 1st each year. These funds shall be placed in the Administrator's individual interest bearing savings account at Pamrapo Savings and Loan Association each month, to be drawn upon at the Administrator's discretion.

12. - Administrators' Work Schedule:

All ten-month Administrators shall work from September 1st through June 30th each school year. The Superintendent may direct that ten-month Administrators report the last week

of August if, in return, they are excused for the corresponding number of days at the end of June the preceding school year.

The Administrative Staff will be available during July and August if needed by the Superintendent. The Superintendent may call upon any of the Administrators to report to work for a period or periods of time during July and/or August for which such Administrator(s) shall be paid 1/200th of their annual salary for the next school year (the salary effective the following September) for each day so worked. All monies paid for July-August work shall be paid as overtime and does not go into pension of Administrator.

13. - Dues to Professional Societies:

The Board agrees to pay annual dues of any administrator and supervisor in a professional society. The administrator and supervisor may select one and only one, society for which the Board will pay the annual dues. The Board will pay up to, and no more than, fifty dollars per administrator and society.

14. - Re-Opening Negotiations for 1979-80 and 1980-81 Salary Schedule:

It is agreed that the Board may possibly re-negotiate, with the association, the terms of salary in the second and third year of this contract.

15. - Management's Rights:

All rights not expressly granted to the Association in this Agreement are hereby reserved by the Board.

16. - Future Negotiations:

Negotiations on a new contract shall commence no sooner than November 1st, 1980 and no later than November 30th, 1980.

17. - Savings Clause:

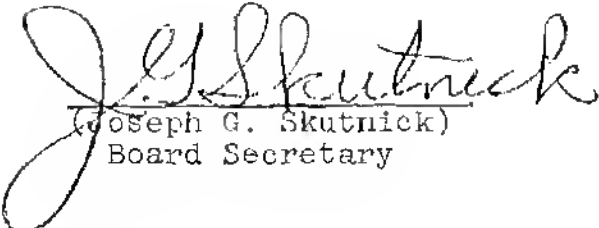
In the event that any provision of this Agreement is, or shall at anytime be contrary to law, all other provisions of this Agreement shall continue in effect.

18. - Duration:

This Agreement, and each of its provisions shall be in effect as of September 1st, 1978 (unless otherwise herein stated) and shall continue in full force and effect until August 31st, 1981.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their accredited representatives, the date and year first above-written.

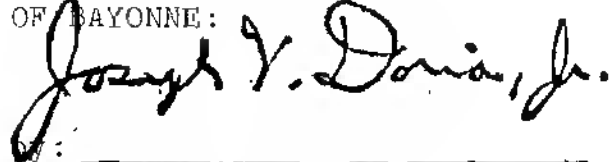
Attest:


(Joseph G. Skutnick)
Board Secretary

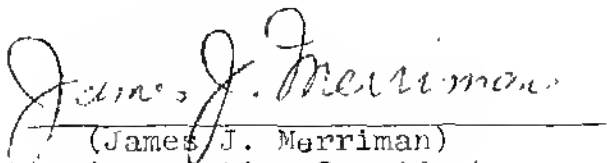
Attest:


Association Secretary

BOARD OF EDUCATION OF THE CITY
OF BAYONNE:


(Joseph V. Doria, Jr.)
Board President

PUBLIC SCHOOL ADMINISTRATORS'
ASSOCIATION:


(James J. Merriman)
Association President